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The Solicitors' Journal and Reporter.

LONDON, SEPTEMBER 27, 1890.

CURRENT TOPICS.

AN APPLICATION under the Companies (Memorandum of Association) Act of last session was made by petition to the Vacation Judge on Wednesday last (being the first application under the Act) to amend the memorandum of association of a limited company. As the proceeding was absolutely new, the learned judge took time to study the Act.

WE PRINTED last week an order of transfer of 110 actions to Mr. Justice KEKEWICH. This week we are enabled to give a list of the same cases in the order in which they stand in the cause book, and in which they will, subject to any arrangements for postponement already fixed, come into the daily cause list.

THE VACATION WORK of the Chancery Division does not sensibly diminish as time goes on. On Wednesday last Mr. Justice VAUGHAN WILLIAMS took chamber business in Mr. Justice STIRLING's court at ten o'clock, which detained him until a quarter past twelve. Commencing at that time in Mr. Justice NORTH's court a long list of about fifty cases, and sitting until half-past five, he was compelled to leave about half the list undisposed of. By fixing the time of sitting on Friday at ten o'clock, it was hoped that the remainder of the list would be disposed of on that day.

CONCERNING THE Nottingham "at Home," we are glad to learn that all members attending the Annual Provincial Meeting have been invited, and we do not doubt that all will avail themselves of this admirable addition to the usual attractions. The only regret remaining is that the bliss will be short (lasting only from 4 to 6 o'clock), and, like most sublimity happiness, will be succeeded by a period of affliction: there will be the customary dinner that evening. We print elsewhere the list of papers to be read at the meeting, most of which deal with important, if not very pressing, questions. We rather wish, by the way, that Mr. G. R. DODD had followed up his last year's paper on the law of partnership by a commentary on the Partnership Act of last session, but we have no doubt that he will have something of value to say on the action for breach of promise of marriage. We believe that everything is being done by the Nottingham Law Society to promote the success of the meeting, and it is very much to be hoped that the London contingent attending may be larger than last year.

THERE HAS been a good deal of sententious comment on the recent glove-fight case. Our daily instructors have told us, in varying tones, that the law is quite uncertain, and that an authoritative decision is urgently required. We take leave to say that the law, even as it now stands, is not uncertain, but it is not of a character which can be easily applied to a fight which has never taken place. A mere sparring match, by way of exhibition of skill, is not unlawful; a prize fight is illegal. Whether a particular encounter is a prize fight or not is a question of fact for a jury, who will be directed that, if the parties met intending to fight till one gave in from exhaustion or injury, the encounter is a prize fight, and a breach of the law, whether the combatants fight in gloves or not (*R. v. Orton*, 39 L. T. 292, 14 Cox C. C. 226; *R. v. Young*, 10 Cox C. C. 371). There can be no great difficulty in applying this test to a fight which has happened; the intention can then be judged from the acts.

But what Mr. PARTRIDGE was asked to do in the recent case was to judge the intention of an intended fight, and this, unless the promoters of it are unusually candid persons, is not a practicable task. The difficulty would be removed, and possibly the public interest might be served, if it were settled, in accordance with old authority (Foster, 260), that public boxing matches, exhibited for the sake of lucre, are not lawful sports, for they serve no valuable purpose, but, on the contrary, "encourage a spirit of idleness and debauchery."

THE MARRIAGE ACT, 1890 (cap. 47 of the late session), contains quite an unusual number of instances of awkward draftsmanship. In the first place, objection may fairly be taken to the short title; for the statute has reference only to marriages of British subjects outside the United Kingdom. The marginal note to section 3 "procedure in cases of marriages at embassies, &c." is entirely misleading. That section has nothing to do with marriages at embassies, but introduces a procedure for a new class of marriages—viz., those solemnized before any governor, high commissioner, resident, or consular officer, whether within or without Her Majesty's dominions. Apparently, it is intended to apply to the case of British Protectorates and spheres of influence. Section 6, again, presents us with a perfectly hopeless "there," without any indication of "where." It begins thus:—"Where a consul is satisfied, in accordance with regulations made under this Act, that a marriage between parties, of whom one at least is a British subject, has been duly solemnized there in accordance with the law of the country" No light can be gained from the preceding section, which relates to marriages on board Her Majesty's ships. We can only conjecture that "there" means "in a foreign country within the district of such consul." A yet worse case is to be found in sub-section 2 of section 7, which begins: "The affirmation or declaration required by section 6 of the Consular Marriage Act, 1849, in the case of marriages by licence shall be required whether the marriage is by licence or without licence" Now, what section 6 of the Consular Marriage Act, 1849, really requires is "oath, or affirmation or declaration instead of an oath." The draftsman has left out the oath, which is the primary requirement, and taken only what is merely the subordinate substitute for the oath. If such blunders are to be found in Government Acts, what may be expected in those introduced by private members of Parliament.

AS WE ANTICIPATED last week, the announcement of the intention of the Council of Law Reporting to commence a new series of their reports has given rise to a great deal of dissatisfaction. We print elsewhere a letter from a firm of solicitors in an important provincial centre who say that they, in common with every solicitor with whom they have discussed the subject, most cordially agree in deprecating the decision of the council. That the same feeling prevails among the bar is well known, and is evidenced by the suggestions we receive with a view of rendering the change as little inconvenient as possible. Thus a learned correspondent writes:—"It is to be hoped that some short titles will be adopted, as it is not pleasant to look forward to noting up cases as reported in, say, L. R. N. S. 15 Q. B. D. It is not easy, perhaps, to suggest how the use of so many letters might be avoided. I am not aware of any existing reports cited as A. L. R., Ch. L. R., C. L. R., or P. L. R., as the contemplated series might be if the distinctive word (Appeal, Chancery, Common, or Probate) came first in the title; but this device would not obviate a similar difficulty arising in the case of a subsequent series, and there would be a certain assumption about such titles which would not be pleasing to publishers of other not unknown reports." Judging from the result of the efforts of the council in 1875 to devise a mode of citation, we have very little hope that, if a change is made, it will be in the direction of convenient reference. But the point for consideration at present is, not the new mode of citation, but the inconvenience to which any change in citation will give rise. Consider the wide range of classes who will be affected by it: the writers and printers of law books, the practising solicitors and barristers throughout the country, the officials of the different courts, the judges of the Supreme

Court and of the county courts. Each member of each of these classes will have to learn a new, and most probably complicated, series of references. And why? So far as appears from the recent circular, solely because the Council of Law Reporting think that new subscribers may be attracted by the commencement of a new series. It does not seem to have occurred to the council that it is quite as important, from the commercial point of view, to aim at retaining old subscribers by consulting their convenience, as to angle for new subscribers at the risk of alienating former supporters. There should be a resolute effort made by the profession to procure a reversal of the recent decision of the council.

WE RECENTLY referred to the decision of the House of Lords in *Vickers v. Siddell*. That decision is now reported (1890, 7 P. O. R. 292), and deserves a somewhat careful consideration. The action was brought to restrain the infringement of a patent for "an improved mechanical appliance for working or operating on large forgings in iron or steel," and the usual defences—denial of infringement, want of novelty, and want of utility—were raised and repelled. But the defendants, Messrs. VICKERS & Co., who were the appellants before the House of Lords, took two objections, of great legal interest and importance, to the plaintiff's patent—(1) nonconformity between his provisional and his complete specification, and (2) the absence of a distinct claim, as required by section 5, sub-section 5, of the Act of 1883, and they insisted that either of these objections, if well founded, was fatal to the grant. Upon the alleged want of conformity between Mr. SIDDELL's specifications we will not dwell, further than to say that the law laid down by CORROX, L.J., in *Woodward v. Sansum* (4 P. O. R. 174) has now been impliedly adopted by the House of Lords, and inventors may rest assured that they are not only entitled, but bound, to embody in their complete specifications the best way of producing their inventions known to them at the time of specifying—provided always that the invention "particularly described and ascertained" by the complete specification is the legitimate development of that whose "nature" was "stated" in the provisional specification. But suppose that there is undoubted "disconformity" between two specifications. What is the legal place of the objection under the Act of 1883? We regret that *Vickers v. Siddell* has left this question open. Lord Justice CORROX expressly reserves it (39 Ch. D., at p. 104). Lord HERSCHELL disposes of it in the following ambiguous terms: "I will assume—and I am not to be understood as at all indicating a contrary view—that the old objection of want of conformity is still open." Lords MACNAGHTEN and MORRIS concur with Lord HERSCHELL in his judgment, and presumably also in his attitude towards the question of variance. The Lord Chancellor, however, has pronounced in favour of the continued existence of the plea of nonconformity under the new law; and there are passages in the judgment of CORROX, L.J., that countenance the same view. Disconformity was, prior to the Act of 1883, a ground for *scire facias*. Section 26, sub-section 3, of the Act of 1883 provides that "every ground on which a patent might, at the commencement of this Act, be repealed by *scire facias* shall be available by way of defence to an action of infringement and shall also be a ground of revocation." What is there in the rest of the Act to qualify this express reservation? Only section 9, sub-section 1, which throws upon the comptroller or his examiner the comparison of the specifications. But the structure and the position of that section shew that it is directory in character, and the fair conclusion seems to be that the plea of disconformity neither is taken away by, nor derives any new significance from, the recent Act.

WE COME NOW to the question of Mr. SIDDELL's claim. It ran as follows:—"Having now particularly described and ascertained the nature of the said invention, and in what manner the same is to be, and can be, performed, I hereby declare that I do not limit myself to the precise details of the invention as hereinbefore specified, and as illustrated by the accompanying drawings, . . . and in conclusion I declare that what I claim is: The general construction, adaptation, or

application, and the combination and use, of the several parts, in the whole constituting improved, more simple, and efficient appliances or means for working or operating on iron or steel forgings substantially as hereinbefore set forth and as illustrated on the accompanying drawings." Now, with regard to this claim two questions obviously arose. Was it sufficient? And, if it were not sufficient, what was the legal consequence of the defect? The latter question, though new, was easily answered, and the three tribunals before which *Vickers v. Siddell* has come answered it unanimously in the same way. Section 5, sub-section 5, which provides that a complete specification must end with a distinct statement of the invention claimed, is clearly directory in its nature. Mere indistinctness in a claim, or (apparently) the absence of any claim, will not, therefore, vitiate a patent, though it would justify the comptroller in refusing to accept a complete specification. Of course, if a patentee's claim and specification, when taken together, were so unintelligible that "the ordinary workman" test could not be applied, the patent would be bad, not in virtue of anything contained in section 5, but because the patentee had failed to comply with an essential condition of the grant—viz., the full disclosure of his invention. But to the question whether the claim above quoted *did* amount to "a distinct statement" within the meaning of the Legislature, the House of Lords at least had no answer to give. "I should certainly not recommend it," said Lord HERSCHELL, "as an example to be followed." With great submission, this is hardly to the point. Subsequent inventors are in little danger of using Mr. SIDDELL's words. The real issue is this: Is it sufficient for a claim merely to throw the reader back to the specification for the information that he desires about the invention claimed, or does the Act of 1883 mean, as Lords Justices FRY and LOPES held it to mean, by "a distinct statement," "a concise statement of the main features of the invention, something to which the reader might readily refer and learn therefrom, without referring to the body of the specification, what the characteristic features of the invention claimed were"? The history of patent claims strongly supports the latter view. It was to meet such cases as FEATHER's patent for "a combination of wood and iron for building ships" that claims were made compulsory. (*Cf.* Parliamentary Report on Letters Patent, 1862—64, evidence of Duke of Somerset, ans. 2083.)

THE CHANGES EFFECTED BY THE BANKRUPTCY ACT, 1890.

I.

THIS Act is more noteworthy perhaps for what it does not than for what it does contain, and it is a very different thing from the measure originally introduced by its promoters. In order, therefore, to understand the changes in the law which have really been effected, it may be worth while to notice briefly the proposals which have disappeared before the adverse criticism they so plentifully evoked. The chief of them were—(i.) the reduction of the amount of the petitioning creditor's debt, or, in the case of two or more creditors, the aggregate amount of the debts, from £50 to £20 (clause 2 of the Bill as introduced into the House of Commons); (ii.) the extension of the period within which the act of bankruptcy must have occurred, of the maximum period for relation back of the bankruptcy, and of the maximum period for the avoidance of fraudulent preferences, respectively, from three to six months (clause 3); (iii.) the right of any person, although not a creditor, to inspect the debtor's statement of affairs (clause 5); (iv.) in regard to the appointment of a trustee, first, the requirement of a majority of the creditors in number and value, instead of a majority in number only as under sections 21 and 168 of the principal Act, the Bankruptcy Act, that is, of 1883; secondly, the disqualification of a person who is accountable to the estate, and thirdly, the removal of the disqualification of the official receiver (clause 8); (v.) the conversion into misdemeanours of hazardous speculation and extravagance in living where bankruptcy is the result, and of undue preferences (clause 10); and (vi.) the raising of the limits of small bankruptcies under section

121 of the principal Act from £300 to £500 (clause 19). In this list are comprised most of the points in the Bill to which objection was taken, but it is important to notice that the proposal with regard to the sanction of the employment of a solicitor required by section 73 of the principal Act has become law, and by section 15 (3) of the present Act, in order that costs may be allowed, the sanction, except in cases of urgency, must be obtained from the committee of inspection before the employment, while in cases of urgency it must be shewn that there was no undue delay in obtaining it.

But, in addition to losing many of its objectionable features, the Bill, during its passage through the Legislature, was very materially improved in form. As originally drawn it proposed numerous changes in sections 18 and 28 of the principal Act, relating to compositions and schemes of arrangement and to the discharge of the bankrupt respectively, but these sections were otherwise left untouched. To interfere with them piecemeal in this manner must, however, have inevitably led to confusion, and ultimately both sections were repealed and were re-enacted with the alterations properly incorporated into them. They are numbered 3 and 8 in the present statute, of which they constitute considerably the most important part. In dealing with the changes which have been introduced it will be convenient to take the various sections in order. The arrangement of these follows that of the principal Act.

Acts of bankruptcy.—By section 4 (1) (e) of the principal Act a debtor commits an act of bankruptcy where execution issued against him has been levied by seizure and sale of his goods, but, by section 1 of the present Act, actual sale is no longer necessary, and it is sufficient if the goods have been held by the sheriff for twenty-one days. This period takes the place of the seven days originally proposed. If, however, an interpleader summons is taken out, the time which elapses between the date of taking it out and the date when the sheriff is ordered to withdraw, or when any interpleader issue ordered thereon is finally disposed of, is to be excluded. The same section also makes another change of considerable importance. By section 4 (1) (g) of the Act of 1883 a bankruptcy notice can be issued by a creditor who "has obtained a final judgment" against the debtor. In *Ex parte Woodall* (32 W. R. 774, 13 Q. B. D. 479), the executor of a creditor, after he had obtained leave to issue execution on the creditor's judgment, was held to come within these words, but only on the ground that he represented for all purposes the personal estate of the deceased, and in *Ex parte Blanchett* (34 W. R. 538, 17 Q. B. D. 303) such an extension of the words of the statute was refused in the case of an assignee of the judgment, and again in *Ex parte Harper* (37 W. R. 228, 22 Q. B. D. 87) in the case of the creditor's trustee in bankruptcy. This was upon the ground that the statute requires that the creditor who obtains the judgment shall be identical with the person serving the bankruptcy notice. In order to remove this difficulty the present statute enacts that any person "who is for the time being entitled to enforce a final judgment" shall be deemed to be a creditor "who has obtained a final judgment" within the meaning of the provision in question. Thus the right to serve a bankruptcy notice in respect of a judgment is made co-extensive with the right to enforce the judgment, and arises apparently as soon as the assignee of the judgment has obtained leave to issue execution under R. S. C., ord. 42, r. 23. No notice, however, is taken of the difficulty suggested by FRY, L.J., in *Ex parte Blanchett*, that the right, by section 4 (1) (g) expressly reserved to the debtor, to plead a counter-claim or set-off cannot be properly asserted if the bankruptcy notice is served by anyone other than the judgment creditor.

Public examination of debtor.—Two changes are made with regard to this. Section 17 (8) of the principal Act requires that the notes of the examination shall be read over to and signed by the debtor. Time will be saved by the new provision of section 2 (1), which makes it sufficient if they are read by the debtor. Sub-section (2) authorizes special arrangements where the debtor is a lunatic or suffers from mental or physical affliction or disability. In such cases the court may either dispense with the examination entirely, or direct it to take place on such terms, in such manner, and at such place, as may seem expedient.

Compositions and schemes of arrangement.—As we have said,

the whole of section 18 of the principal Act has been repealed, though most of its provisions are contained in the corresponding section 3 of the new Act. It may be useful to notice the extent of the changes which have been made. The old section consisted of fifteen sub-sections; of these two—viz., (1) and (3)—are gone; eight—viz., (4), (5), (7), (9), (10), (13), (14), and (15)—are unaltered, save that the phrase "composition or scheme" is replaced by the single word "proposal"; and five—viz., (2), (6), (8), (11), and (12)—are altered. The new section has in addition six sub-sections—viz., (1), (2), (3), (6), (9), and (10)—which are new, thus making up the whole number of nineteen sub-sections. The first change relates to the manner in which the proposal for a composition or scheme of arrangement is to be made, and the necessity for submitting it to two meetings of the creditors is abolished. In future, under sub-section (1), the debtor will, in the first instance, lodge the proposal in writing, signed by him, with the official receiver. This he is to do within four days of submitting his statement of affairs, or within such time thereafter as the official receiver may fix. The written proposal, like the creditors' resolution hitherto under rule 196, besides embodying the terms of the scheme, is to set out the particulars of any sureties or securities that are proposed. By sub-section (2) it is, in the next place, the duty of the official receiver, first, to send a copy of the proposal with a report thereon to each creditor, and then, before the public examination of the debtor is concluded, to hold a meeting of the creditors. The proposal may at such meeting be accepted by a majority in number and three-fourths in value of all the creditors who have proved, and becomes binding upon subsequent approval by the court. This meeting, of course, takes the place of the second creditors' meeting hitherto held, and assent to, or dissent from, the proposal may, as formerly, be signified by letter (sub-section (4)), but while this must still be in the prescribed form, it is no longer necessary for it to be attested by a witness. Sub-section (3) allows the debtor at the meeting to amend the terms of his proposal, provided that the amendment is, in the opinion of the official receiver, calculated to benefit the general body of the creditors. Possibly an assent by letter will include also an assent to the proposal as thus amended, but no express provision to this effect is made.

With regard to the application to the court for approval of the scheme, it is now provided by sub-section (6) that it is not to be heard until after the conclusion of the public examination, and also that a creditor is not to be precluded from opposing it by the fact that he voted in favour of the proposal at the meeting. Some important alterations are made by sub-sections (8) and (9) as to the course to be pursued by the court. Sub-section (8) repeats the first part of the old sub-section (6), and makes it imperative on the court to refuse to approve of the proposal—(i.) wherever its terms are not reasonable, (ii.) where they are not calculated to benefit the general body of creditors, and (iii.) in any case in which the court would be required, if the debtor were adjudged bankrupt, to refuse his discharge. So far, therefore, there is no change, but it is different with the cases mentioned in the latter part of the old sub-section (6)—cases, that is, where facts are proved which, if the debtor were bankrupt, would justify the court in refusing, qualifying, or suspending his discharge. Here the discretion hitherto enjoyed by the court is now modified by the peremptory direction of sub-section (9) that the proposal must be rejected unless it provides reasonable security for payment of not less than seven shillings and sixpence in the pound on the unsecured debts. Where, however, such security is provided, the case is no longer affected by sub-section (9), and apparently is left to the discretion of the court under sub-section (10), which provides that, in cases not covered by sub-sections (8) and (9), the court may either approve or refuse to approve the proposal.

When a proposal has been accepted by the creditors and approved by the court, then, as hitherto, it is to be binding on all the creditors "so far as relates to any debts due to them from the debtor and provable in the bankruptcy, but sub-section (12), which contains this provision, adds the important qualification that the debtor is not to be thereby released "from any liability under a judgment against him in an action for seduction, or under an affiliation order, or under a judgment against

him as a co-respondent in a matrimonial cause, except to such an extent and under such conditions as the court expressly orders in respect of such liability."

A change of some importance is contained in sub-section (15), which reproduces the old sub-section (11) with regard to the annulment of the composition. Hitherto the application for this purpose has had to be made by a creditor, now it may be made also by the official receiver or the trustee. Sub-section (16) extends slightly the application of section 27 (discovery of debtor's property) and Part V. (trustees in bankruptcy) of the principal Act to trustees appointed under compositions and schemes of arrangement. Besides applying, as under the old sub-section (12), to trustees appointed to administer the debtor's property or manage his business, they apply also to trustees appointed to distribute the composition.

It will thus be seen that the principal changes in regard to compositions and schemes of arrangement are (1) in the mode in which the proposal is to be made and is to be accepted by the creditors; (2) in the requirement of a dividend of seven shillings and sixpence in cases where it has been hitherto discretionary with the court to refuse its approval; and (3) in the exclusion from the operation of the scheme of the liabilities mentioned in sub-section (12).

A READING OF THE NEW STATUTES.

Contagious Diseases (Animals) (Pleuro-Pneumonia) Act, 1890 (53 & 54 Vict. c. 14).

This Act transfers to the Board of Agriculture the power of slaughtering cattle affected with pleuro-pneumonia, which has hitherto, under section 21 of the Contagious Diseases (Animals) Act, 1878 (41 & 42 Vict. c. 74)—in the present Act referred to as the principal Act—been vested in the local authority. Section 1, sub-section (1), continues the peremptory direction for the slaughter of cattle actually affected, while sub-section (2) (a) gives a new discretionary power of slaughtering cattle only suspected of being affected. Sub-section (2) (b) continues a similar discretionary power as to cattle which have been exposed to infection. Under sub-section (3) the compensation to be paid to the owners is the same as that specified in section 21 of the principal Act—viz., where the animal slaughtered was actually affected with pleuro-pneumonia, three-fourths of its value before it became so affected, with a maximum sum of £30, and, in all other cases, the full value of the animal immediately before it was slaughtered, with a maximum of £40. By section 7 of the present Act the greater part of section 21 of the principal Act is repealed, all, indeed, except these provisions as to compensation; but as, in the result, they are left without any grammatical connection, it would obviously have been better to have transferred them to the present Act. Sections 3 and 4 require the local inspector, in addition to his other duties, to give notice of the existence of the disease to the Board of Agriculture, and empower the inspectors of the board to enter upon premises. The remainder of the Act regulates the funds required for its execution and the mode of keeping the accounts. The Act came into operation on the 1st inst.

Open Spaces Act, 1890 (53 & 54 Vict. c. 15).

This Act carries somewhat further the policy of the Metropolitan Open Spaces Act, 1881 (44 & 45 Vict. c. 34), and the Open Spaces Act, 1887 (50 & 51 Vict. c. 32). The former statute empowered the trustees of any open space in the metropolis, preserved under the provisions of a private or local Act of Parliament as a garden or open space, to transfer the same to the metropolitan board or to the vestry or district board; and by the latter similar powers were extended to all sanitary districts throughout the country, the local sanitary authority being constituted the authority in whom the open spaces were to be vested. Section 3 of the present Act extends this provision to private trustees also, enacting generally that "trustees of land held upon trust for the purposes of public recreation" may, in pursuance of a resolution passed, as required by section 2 of the Metropolitan Open Spaces Act, 1881, transfer to the local authority the land so held by them. The transferees are to hold it, either upon the original trusts, or, provided always that the land is appropriated to the purposes of public recreation, upon such trusts and subject to such conditions as may, with the approval of the Charity Commissioners, be agreed upon between the transferors and the transferees. The section does not apply to trustees elected or appointed under any local or special Act of Parliament, these being, as we have seen, already provided for. Section 4 extends similar powers to private trustees of open spaces which are not held specifically for the purpose of public recreation,

but generally for any charitable purpose, provided they are no longer required for the purposes of the trust or may be advantageously dealt with under the section. Where the open space is subject to the provisions of the Charitable Trusts Acts, 1883 to 1887, such authority or approval must be obtained as is required by these Acts for the sale of an open space, and in other cases an order of "the court" is necessary. By section 2 "the court" is defined to mean the Chancery Division of the High Court of Justice, and the county court of the district in which the whole or part of any open space is situated; but there is no provision shewing whether, in any particular case, application is to be made to the High Court or the county court. Presumably this will be regulated by the rules to be made under section 5.

Working Classes Dwellings Act, 1890 (53 & 54 Vict. c. 16).

By this Act assurances by deed or will of land, or of personal estate to be laid out in land, made for the purpose of providing dwellings for the working classes in populous places, are exempted, in England and Wales, from the operation of Parts I. and II. of the Mortmain and Charitable Uses Act, 1888 (51 & 52 Vict. c. 42), and in Ireland from the operation of section 16 of 7 & 8 Vict. c. 97; in other words, the law of charitable gifts which, as to England and Wales, had been rendered uniform by the former of these statutes, is once more broken in upon, and the present enactment constitutes the first of what will probably be a new series of exceptions to its provisions. The only conditions now imposed on gifts of the above nature are—(1) that if the land is assured by will, the amount is not to exceed five acres; and (2) that the deed or will must, within six months of execution, or of probate respectively, be enrolled in the books of the Charity Commissioners, if the land is situate in England or Wales, and if in Ireland the deed is to be enrolled within the same time in the office for registering deeds in Dublin. The expression "populous place" is defined to extend to the administrative county of London, to any municipal borough, any urban sanitary district, and any other place having a dense population of an urban character. By section 2 deeds made within twelve months of the passing of the Act (25th July), by a person alive at the time of passing, are within the Act, but they must be registered within six months of such time.

CORRESPONDENCE.

DEBENTURES AS BILLS OF SALE.

[To the Editor of the Solicitors' Journal.]

Sir,—In view of the practical importance of this subject, I venture to offer a few observations on some of the points discussed in your recent able articles.

1. I submit that "capital stock" means the whole assets of the company for the time being. The capital originally appears as money, but it still remains capital when such money is turned into works or goods; so that a mortgage of the whole capital of a company would include all its personal chattels, and might, therefore, need the aid of section 17 to prevent it being *pro tanto* defeated by the Bills of Sale Acts.

2. It seems clear that, in order to obtain the benefit of the section, it is not necessary that the debenture should be secured on the whole assets of the company; for upon any possible reading of the section a security upon the whole of the "goods, chattels, and effects" must be within it, although the great bulk of the assets may consist of real estate. Seeing, then, that the section is not confined to general charges on the whole undertaking, there seems no reason why the power to give a valid charge on all the goods should not be held to apply to a part of them, on the principle that the greater includes the less. Moreover, the article "the" is not repeated before "goods," so the section may be read as simply "secured upon . . . goods"—i.e., upon any goods—of the company.

3. I cannot accept the reasoning of the court in *Read v. Joannon*. The Lord Chief Justice said that the debenture of an incorporated company had never been held to be a bill of sale within the Act of 1878. But the courts have at all events repeatedly held that corporations, when grantors, are within the Act; and if this is good law, it is manifest that any debenture purporting to charge the whole assets of a company must, *quoad* personal chattels, be a bill of sale within the Act of 1878. So far, however, as I am aware, the point has never been distinctly raised and argued; but judges and counsel have always assumed that the Act of 1878 applied to companies no less than to individuals, and it is superfluous to remark that in enacting the section in question the Legislature must necessarily have been of that opinion. For my own part, however, I have long considered it to be a mistaken one, and I believe the House of Lords will eventually so hold.

4. My reasons are, shortly, as follows:—(a) The Act speaks of

persons, and although the word "person" may, where necessary, be held to include a corporation, such is not its ordinary signification; (b) a bill of sale by a joint-stock company is not within the mischief struck at, for such companies are bound to keep a register of their mortgages for the inspection of members and creditors; (c) a corporation can have no "residence" to be registered; (d) nor can it receive an explanation from the attesting solicitor. In addition to these reasons founded on the Act of 1878, it may be remarked that, whereas signing is made an essential part of the form prescribed by the Act of 1882 (see *Parsons v. Brand*, 25 Q. B. D. 110), a corporation cannot sign (*Swift v. Jewsbury*, L. R. 9 Q. B. 301).

5. But, while on these grounds I believe *Read v. Joannon* to be well decided, the second ground of decision given by both judges seems to me to be demonstrably wrong. If company debentures were originally within the Act of 1878 they still remain so, because section 17 says, "Nothing in this Act shall apply to debentures," and this proviso must apply quite as much to the repeal of the old requirements as to the enactment of new ones. Accordingly, in a recent case (of which I have only a newspaper report) the Vice-Chancellor of the Duchy of Lancaster decided that the 1878 provisions still applied, and that unregistered debenture-holders must be postponed to execution creditors who had seized before the commencement of the winding up. I understand that this case is to be appealed, and I trust that ere long the various vexed questions will be carried to the House of Lords for final decision.

L. W. L.

Sept. 23.

[We are much indebted to our correspondent for his valuable supplement to our articles.—Ed. S. J.]

SHERIFFS' FEES.

[To the Editor of the Solicitors' Journal.]

Sir,—It would have been as well for your correspondent, Mr. Apsley E. Briant, in his letter (p. 753) to have given the details of the sheriff's charges. It is to be regretted that in the case of *Townend v. Sheriff of Yorkshire* (38 W. R. 381, 24 Q. B. D. 621) the point as to whether the order of the 31st of August, 1888, made under the Sheriffs Act, 1887, was *ultra vires* so far as it purports to create a liability of the execution creditor, who was previously not liable in cases of abortive executions, was left undecided. It would seem, from the able work of Mr. Anderson on "The Law of Executions," that he conceives it to have been so, and it is difficult to understand that the Legislature, in authorizing the judges, with concurrence of the Treasury, to fix fees and poundage for sheriffs to take, intended that they should make liable for the same persons who previously, under similar circumstances, were not liable for poundage or fees.

HENRY TAYLER.

15, Coleman-street, E.C., Sept. 23.

THE NEW SERIES OF THE "LAW REPORTS."

[To the Editor of the Solicitors' Journal.]

Sir,—Will you allow us to say that we, in common with every solicitor with whom we have discussed the subject, most cordially agree in deprecating the decision of the Council of Law Reporting to commence a new series of the *Law Reports*?

We earnestly hope it is not too late for the decision to be reconsidered.

SMITH & LEECH.

St. James's-chambers, Derby, Sept. 22.

CASES OF THE WEEK.

Before the Vacation Judge.

Re **EASTERN AND MIDLAND RAILWAY CO.**—19th September.

INJUNCTION—RUNNING OF STEAMBOAT BY RAILWAY ALLEGED TO BE *ULTRA VIRES*—REFUSAL OF APPLICATION.

This was an application for an injunction to restrain the receiver and manager of the above-mentioned railway company from using the company's servants or property in connection with the steamboat *Progress*, on the Norfolk Broads, and from issuing tickets for journeys or combined trips on the company's lines in connection with such steamboat. The application was made on behalf of certain debenture-holders and other persons interested in the company's assets, and it was contended on their behalf that the running of the steamer was *ultra vires* on the part of the company, and equally so on the part of the manager and receiver; that some time ago an application made on behalf of the company for leave to run the steamboat in a manner similar to that done now had been refused by Kay, J.; that if an accident were to happen to the steamboat the company might become responsible in damages, owing to the issue of the combined tickets, and the placards and advertisements announcing the trips. On behalf of the receiver and manager it was contended that the steam-

boat belonged solely to him, and that the present application differed substantially from that made before Kay, J., as, with respect to this boat, there could be no responsibility on the part of the company; that the application was not a fit one for a vacation court to entertain, there having been great delay in making it; that, although a railway company might not have power to run steamboats, yet it might issue through tickets in connection with a steamer belonging to another person: *South Wales Railway Co. v. Redmond* (9 W. R. 806).

VAUGHAN WILLIAMS, J., said he did not propose to make any other order than that the motion should stand over till the second motion day of next sittings. Some question had been raised as to what Kay, J., meant by his order, so it was better that that learned judge should deal with the matter. He thought that the receiver generally had adopted a course which, if the steamer had been the property of the company, would have been entirely unjustifiable, and if he had been of opinion that during the remainder of the excursion season there would have been any risk of any liability being imposed upon the railway company which ought not to be imposed upon it, or that there had not been sufficient security given, he would have made a different order, but he considered any possible liability which might accrue was amply covered by the security given.—COUNSEL, *Miller, Q.C.*, and *A. J. Spencer*; *Marten, Q.C.*, and *Robert Younger*; *Brabant and Whinney*. SOLICITORS, *Janson, Cobb, & Pearson*; *Matthees & Browne*; *Myatt*.

ROBINSON v. THE TRUST AND INVESTMENT CORPORATION OF SOUTH AFRICA—24th September.

PRACTICE—AFFIDAVIT—CROSS-EXAMINATION—R. S. C., XXXVII. 5.

This was an application by the plaintiff for the cross-examination of the Hon. J. W. Leonard, Q.C., late Attorney-General at the Cape of Good Hope, on an affidavit lately made by him in this action in support of the plaintiff's claim to have his name removed from the register of shareholders. It was contended for the plaintiff that the cross-examination was necessary for the purpose of reading the affidavit at the trial, as Mr. Leonard was unable to be there, and his evidence was of great importance to the plaintiff, whose case was that he had applied for shares in the company on the faith of a statement in the prospectus that Mr. Leonard was connected with the company, and that this was not the fact. It was contended for the company that it was expedient for the examination to take place at the Cape, and not at the present time on his affidavit. It was not "for the purposes of justice" in the words of the order.

VAUGHAN WILLIAMS, J., refused to make the order, stating that the affidavit in support of the application did not shew that Mr. Leonard's absence was compulsory.—COUNSEL, *Marten, Q.C.*, and *MacLaren*; *Sir Arthur Watson, Q.C.*, and *Macnaghten*. SOLICITORS, *Oldfields*; *Beard & Sons*.

LAW SOCIETIES. INCORPORATED LAW SOCIETY.

ANNUAL PROVINCIAL MEETING.

The following is a list of the papers to be read:—

Tuesday, October 7, at 11 a.m.

The proceedings will commence with the President's Address, after which the following papers will be read:—

The Reform of Civil Procedure in England. W. T. Rogers, Liverpool.

Criminal Law Reform. W. Simpson, Leicester.

Imprisonment for Debt. F. K. Munton, London.

On the Enforcement in Scotland of Obligations undertaken by Scotchmen to Englishmen. A. P. Purves, Edinburgh.

Wednesday, October 8, at 11 a.m.

Action for Breach of Promise of Marriage. G. R. Dodd, London.

Justices of the Peace and Stipendiary Magistrates. J. W. Martin, Reading.

The Preservation of Local Records. W. P. W. Phillimore, London.

Private Bill Legislation, and Schedule 57 of the Local Government Act, 1888. R. J. Tahourdin, London.

The president may make any alterations in the order of the paper which he may think convenient.

NEW ORDERS, &c.

ORDER OF TRANSFER.

Actions transferred from Mr. Justice Chitty, Mr. Justice North, and Mr. Justice Stirling, for trial or hearing only (*ante*, p. 753) in the order in which they stand in the Cause Book of Mr. Justice Kekewich:—

<i>Smiley v Primney</i>	Action
<i>Saxlehner v Apollinaris Co, ld</i>	"
<i>Re W G Senior Powell and ors v Senior</i>	"
<i>Re Holmes Farrer v Edleston</i>	"
<i>Williams v Marshall</i>	"
<i>Warren v Bligh</i>	"
<i>Scholes v Brook</i>	"
<i>Black v Lee</i>	"
<i>Russell v Smith</i>	"
<i>Weatherall v Pitt Thompson v Weatherall</i>	Actn & third-party notice, &c
<i>Howard v Golland</i>	Action

<i>Williams v Bird</i>	Action
<i>Barnett v Taylor</i>	Action & motion for judgment
<i>Potter v Passburg Grains Syndicate, ld</i>	Action
<i>Bigwood v Passburg Grains Syndicate, ld</i>	"
<i>J B Orr & Co, ld v J B Orr</i>	"
<i>Howard v Butcher</i>	"
<i>Re Staley Staley v Goodwin</i>	"
<i>Collard v Ramuz</i>	"
<i>Turnock v Sartoris Turnock v Green</i>	"
<i>Shaw v Ritchie</i>	"
<i>Steers v Rogers</i>	Action & motion for judgment
<i>Banks v Johnson</i>	Action
<i>Grindley v Harris</i>	"
<i>Bullock v Smale</i>	"
<i>The British Tanning Co, ld v Groth</i>	"
<i>Walton v Boone</i>	"
<i>Bayley v Mason</i>	"
<i>Bowes v Purdue</i>	"
<i>Hornsey Local Board v Elder</i>	"
<i>Pointney v Fuller</i>	"
<i>Hulme v Savage</i>	"
<i>Bibby v Chetwynd, Bart</i>	"
<i>Cooper v Power</i>	"
<i>Coulson v Coulson</i>	"
<i>Bales v Shaw</i>	"
<i>United Telephone Co, ld v Cox-Walker</i>	"
<i>Crisp v Houghton</i>	"
<i>Mayar v Begaerts</i>	"
<i>Goulton v Cooke</i>	"
<i>Parry v Jones</i>	"
<i>Fiddaman v Weisman</i>	"
<i>Attorney-General v Edwards</i>	"
<i>David v Brushfield</i>	"
<i>Saxby v Thomas</i>	"
<i>Barchard v Cumming</i>	"
<i>Bentley v Manchester, Sheffield, and Lincolnshire Railway Co</i>	"
<i>Michell v Ecker</i>	"
<i>Clifford v Wilmot</i>	Action & motion for judgment
<i>Dodson v Dodson</i>	Action
<i>Gisborne v Shipping Appliances Co, ld</i>	"
<i>Davies v Ellis</i>	"
<i>Hill v Zefferit</i>	"
<i>Carter v Robinson</i>	"
<i>Parker v Horbury Local Board</i>	"
<i>Re Samuel Rees, dec Rees v Jones</i>	"
<i>Townson v Jesson (Leicester D R)</i>	"
<i>Ellmer v London and Colonial Finance Corporation, ld</i>	"
<i>Palframan v Shepherd</i>	"
<i>Sampson v Royal Aquarium and Summer and Winter Garden Society, ld</i>	"
<i>Hart v Hyde</i>	"
<i>Peddle v Cleaver</i>	"
<i>Gall v Grain</i>	"
<i>Hazeldine v Hazeldine</i>	"
<i>Rickett v Bennett</i>	"
<i>Harrison, Ainalie, & Co v Mayor, &c, of Barrow-in-Furness</i>	"
<i>Breeden v The Automatic Box Co, ld</i>	"
<i>Riche v Erlam</i>	"
<i>Ballard v Hover</i>	"
<i>Thronsen v Jacobs & Co</i>	"
<i>Bates v Bouffier</i>	"
<i>Tomlin v H R Baines & Co, ld</i>	"
<i>Gathorne-Hardy v Rogers</i>	"
<i>Cochrane v Stone</i>	Action & motion for judgment
<i>Gardner v Couchner</i>	"
<i>London, Edinburgh, and Glasgow Assce Co, ld v Turner</i>	Action
<i>Veness v Geary</i>	"
<i>Cresay v Dummere</i>	"
<i>Spedding v Colbran</i>	"
<i>Ellis v Amhurst Amhurst v Ellis</i>	"
<i>Countess de Galve v Forwood Brothers</i>	"
<i>South Staffordshire Water Works Co v Marquess of Anglesey</i>	"
<i>Re S S Smith, dec How v Mee</i>	"
<i>Buckland v Mills</i>	"
<i>Re Sir S H K Lacon Lacon v Lacon</i>	"
<i>Martin v Hemsworth</i>	"
<i>Tucker v Kaye</i>	"
<i>Woollranch v Woollranch</i>	Action & motion for judgment
<i>Hopkinson v Ingleton Improvement Co, ld</i>	Action
<i>Barran & Sons v Atkinson</i>	"
<i>Walwyn v Earl of Shrewsbury</i>	"
<i>Eves v Tooth</i>	"
<i>Gilson v Cheeswright</i>	"
<i>Barrett & Elers, ld v Goolden & Co</i>	"
<i>Sparrow v The Swiss Milk Powder Co, ld</i>	"
<i>Harrison v Cook</i>	"
<i>The Bristol Brewery George's & Co, ld v Gillings</i>	"
<i>Avery v A Wood & Sons</i>	"

	Action
Prew v Sanders	"
Tweed v Death	"
Griffith v Evans	"
F W Mansell & Co v British Linen Co Bank	"
Halford v Hyam	"
Wright v Law	"
Lea v Smart	"
Cummins v Sargent	"
Roberts v Peckham	"
Alexander v Wolsey	"
Dairy v Bailey & Co	"
Stavert v Passburg Grains Syndicate	"

LEGAL NEWS.

OBITUARY.

MR. JAMES ANDERSON ROSE, solicitor, of 1, Lancaster-place, Strand, died on the 19th inst., in his 71st year. He had been for some time in failing health, but was at his office so lately as the 22nd of August. He has left a widow, but no children. Mr. Rose was born in the year 1820, and was the son of Mr. Arthur Miller Rose, a well-known City merchant. He was educated at the Southwark Grammar School and at the London University. He was then articled to Mr. J. Bebb, a London solicitor. He was admitted in 1843, and joined Mr. Bebb in partnership, leaving him, however, after a few years and commencing practice for himself in Salisbury-street, Strand, where he remained until two or three years since. He was well known and greatly respected amongst London solicitors, and was an active member of the Board of Management of the Solicitors' Benevolent Association, and had served the office of chairman. He was also a member of the Law Association, and a liberal donor to many other charitable societies, including the Artists' General Benevolent Institution and the Royal Literary Fund. In 1875 he became a member of the Incorporated Law Society, and he attended the general meetings of the society, at which he was a frequent speaker. He was also a prominent member of the Metropolitan and Provincial Law Association up to the time of its dissolution. In the City he was at one time a well-known figure, and during the mayoralty of his brother, the late Sir Wm. Anderson Rose (1862-3), served the office of under-sheriff. He was a member of the Court of the Cordwainers' Company, and was Master last year, during which year an exhibition was held in the hall of the company of art and art manufactures. He was also a member of the Court of Lieutenancy, and a governor of Christ's Hospital. In politics Mr. Rose was a pronounced Conservative, and as such rendered very considerable services to his party, by the heads of which he was frequently consulted. He was chairman of the Strand Conservative Association, and of several Conservative associations in the neighbourhood of Balham, where he resided. He was an enthusiastic art collector, a member of many learned societies, and a fellow of the Royal Geographical Society, of the Royal Society of Literature, and of the Royal Historical Society. He was a member of several clubs, including the Conservative and the Junior Carlton, the Arundel, the Constitutional, and the Burlington Fine Art. He was also a freemason, but never interested himself much in the craft. The funeral took place on Thursday at St. Mary's Cemetery, Battersea Rise.

GENERAL.

The Local Government Board have forwarded to the clerks to the sanitary authorities in London and sanitary districts, as well as to clerks to the sanitary authorities in combination, copies of a circular letter addressed by them to medical officers of health, with respect to the duties devolving upon those officers under the provisions of section 26 (2) of the Customs and Inland Revenue Act, 1890, which are now in operation.

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, SEPT. 19.

RECEIVING ORDERS.

ADAMS, JOHN, Porten, Bootmaker Portsmouth Pet Aug 28 Ord Sept 15	
BOYNOB, THOMAS, Bander st, St Luke's, Licensed Victualler High Court Pet Aug 12 Ord Sept 15	
BOWEN, PETER, Leyton, Essex, Baker High Court Pet Sept 15 Ord Sept 15	
BRENDOLZ, HARRIS DAVIS, Birmingham, Jeweller's Factor Birmingham Pet Sept 10 Ord Sept 17	
BUFFIN, JOHN WEAVER, Stratford Twynning, Tewkesbury, Farmer Labourer Cheltenham Pet Sept 13 Ord Sept 13	
CARLE, ABERCROMBIE, Cambridge terr, Regent's pk, Club Proprietor High Court Pet Sept 16 Ord Sept 16	
CHAPLIN, WILLIAM, Colchester, Licensed Victualler Colchester Pet Sept 16 Ord Sept 16	
COULSON, JAMES, Monkwearmouth, Sunderland, Builder Sunderland Pet Sept 16 Ord Sept 16	
DEVEREUX, MATILDA, Southsea, Lodging house keeper Portsmouth Pet Sept 17 Ord Sept 17	
DODIE, WILLIAM, Wetherall, Cumberland, Farmer Carlisle Pet Sept 16 Ord Sept 16	
GARDNER, HENRY, New King st, Deptford, Fruiterer Greenwich Pet Sept 15 Ord Sept 15	
GIBB, WILLIAM EDWARD, Worthington, Northamptonshire, Farmer Peterborough Pet Sept 17 Ord Sept 17	
HALFORD, WILLIAM HENRY, Gloucester, Boatbuilder Gloucester Pet Sept 15 Ord Sept 15	
HAMILTON, JOHN, New Catton, Norwich, Fur Cutter Norwich Pet Sept 3 Ord Sept 15	
HRAPE, FRANCIS RIGBY, Broadhead, Macclesfield, Silk Commission Agent Macclesfield Pet Sept 15 Ord Sept 15	
HOTCHKISS, SAMUEL, Netherlon, Wroves, Public-house Manager Dudley Pet Sept 16 Ord Sept 16	

JOHNSON, JOHN, Manchester, Manufacturer Manchester Pet Sept 3 Ord Sept 17	
KENDALL, RUBEN, Hornforth, nr Leeds, Cabinet Maker Leeds Pet Sept 17 Ord Sept 17	
LAVENDER, THOMAS, Chatterie, Cantab, Farmer Peterborough Pet Sept 16 Ord Sept 16	
LEWIS, W. J., Bessborough grdns, Pimlico, Gent High Court Pet Aug 13 Ord Sept 17	
LIGHTFOOT, WALTER HARRY, Luton, Beds, Block Maker Luton Pet Sept 16 Ord Sept 16	
LITTLEWOOD, EMILY ANNIE, Clifton, Bristol, Fruiterer Bristol Pet Sept 15 Ord Sept 15	
LITTLEWOOD, GEORGE, Northumberland Park, Tottenham, Nurseryman Edmonton Pet Sept 16 Ord Sept 16	
LLOYD, WILLIAM, Millbrook, Southampton, Coal Agent Southampton Pet Aug 29 Ord Sept 17	
MARRISON, ARTHUR HENRY, late of Southport, Broker Liverpool Pet Sept 5 Ord Sept 16	
MARON, ALFRED EDWIN, Birmingham, Builder Birmingham Pet Sept 17 Ord Sept 17	
MOORE, JOSEPH, Wadley, Yorks, Farmer Sheffield Pet Sept 16 Ord Sept 16	
MORRIS, WILLIAM, Balsall Heath, nr Birmingham, Foreman Birmingham Pet Sept 17 Ord Sept 17	
NICOL, JOHN, Manchester, Chemical Merchant Manchester Pet Sept 2 Ord Sept 17	
OLVER, JONATHAN, Ridley rd, Kingsland, Builder High Court Pet Sept 17 Ord Sept 17	
PRYER, JOHN WARD, Market Rasen, Lincs, General Dealer Lincoln Pet Sept 15 Ord Sept 15	
ROBERTS, CHARLES, North Evington, Leics, Carpenter Leicester Pet Sept 16 Ord Sept 16	
SHEPHERD, HENRY, Seacroft, nr Leeds, Innkeeper Leeds Pet Sept 16 Ord Sept 16	
SWARRICK, WILLIAM, Manchester, Esq Manchester Pet Aug 21 Ord Sept 15	
THOMP, F W, Hulme, Lancs, Grocer Manchester Pet July 31 Ord Sept 17	
WHITTAKER, ISAAC, and PETER GILL, Bury, Brewers Bolton Pet Sept 15 Ord Sept 15	

WILSON, EDWARD, Southwark Park rd, Cooper High Court Pet Sept 16 Ord Sept 16	
WILSON, SAM HOLBROOK, Bailey Cart, Dewsbury, Bag Merchant Dewsbury Pet Sept 17 Ord Sept 17	
WILSON, THOMAS, Beverley, Yorks, Grocer Kingston upon Hull Pet Sept 17 Ord Sept 17	
WARNER, WILLIAM HENRY, Birmingham, Butcher Birmingham Pet Sept 15 Ord Sept 15	

FIRST MEETINGS.

ARNUP, CHARLES, Cringleford, Norfolk, Farmer Sept 27 at 12 Off Rec, S. King st, Norwich	
BIRKS, JOHN, St Helens, Rent Collector Oct 2 at 3 Off Rec, 35, Victoria st, Liverpool	
BONKER, EMMA, Finsbury avenue, Edon st, Packing Case Maker Sept 26 at 1 33, Carey st, Lincoln's inn	
BOOTH, JOHN, Godalming, Surrey, Clothier Sept 29 at 11 24, Railway approach, London bridge	
BUFFIN, JOHN WEAVER, Stratford Twynning, nr Tewkesbury, Farm Labourer Sept 27 at 5.45 Hop Pole Hotel, Tewkesbury	
BURNARD, ROBERT HENRY, and WILLIAM FISH THOMAS, Curtain rd, Shoreditch, Upholsterers Sept 29 at 12 Bankruptcy bldgs, Lincoln's inn	
CAARTEN, C D BUCKER, late Frithville grdns, Shepherd's Bush Oct 1 at 11 33, Carey st, Lincoln's inn	
CHAPLIN, WILLIAM, Colchester, Licensed Victualler Sept 27 at 2.30 Townhall, Colchester	
CLARIDGE, JAMES, New Swindon, Wilts, Fish Merchant Sept 26 at 12 Off Rec, 32, High st, Swindon	
COCKLE, ALFRED, Bristol, Cooper Oct 2 at 12 Off Rec, Bank chmbrs, Bristol	
COOK, JAMES, Rimington, Yorks, Cotton Manufacturer Sept 26 at 2.30 County Court house, Blackburn	
D'ALBIAC, WILLIAM WILKES, otherwise DALBIAC, Colville grdns, Esq Oct 1 at 11 33, Carey st, Lincoln's inn	
DENTON, C. H. W., Lewis rd, Spenham Sept 29 at 12 24, Railway approach, London bridge	
DODIE, WILLIAM, Wetherall, Cumbria, Farmer Sept 30 at 12 12, Lonsdale st, Carlisle	

Mr. G. C. Boase draws attention in the *Times* to the registry of births, deaths, and marriages at Somerset House, where the search room, which the public are obliged to use, is a disgrace to any public establishment. The indexes of the marriages and deaths are kept in two low and most inconvenient galleries, where, even in summer time, there is hardly any light. Generally it is necessary to burn gas, and then the heat and closeness are so great that they are almost unbearable, and people come down from the galleries bathed in perspiration.

The *Times* says that the value of the personal estate of the late Mr. John Clayton, solicitor, of the city and county of Newcastle-upon-Tyne and of Cheshire, Northumberland, F.S.A., who died on July 14 last aged 98 years, has been sworn at £728,746 8s. 4d. Mr. Clayton was for forty-five years town clerk of Newcastle, in which office he succeeded his father, who was town clerk from 1785 to 1822. After several charitable and personal bequests, including £30 a year for the care and maintenance of the house-dog Marcus Aurelius and the other canine favourite which survives him, the testator bequeaths the residue of his personal estate to his nephew, Mr. Nathaniel George Clayton.

WINDING UP NOTICES.

London Gazette.—FRIDAY, SEPT. 19.
JOINT STOCK COMPANIES.

AUBURN CO, LIMITED—Stirling, J. has, by an order dated August 27, appointed FLEMING Haydon, 121, Bishopsgate st Within, to be official liquidator	
CARDIGAN UNITED MINES, LIMITED—Stirling, J. has fixed Sept 30, at 12, at his chambers, for the appointment of an official liquidator	
CENTRAL SEARCH ASSOCIATION, LIMITED—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to the Hon Edric Frederick, Lord Gifford, V.C., 19, St Swithin's ln	
C. WILSON & CO, LIMITED—Stirling, J. has fixed Oct 2, at 12, at his chambers, for the appointment of an official liquidator	
GATLING ARMS AND AMMUNITION CO, LIMITED—By an order made by LAWRENCE, J. dated Sept 10, it was ordered that the company be wound up Spencer Whitehead, Fleet st, agent for Milward & Co, Birmingham, solors for petrs	
HOP BITTERS CO, LIMITED—Petrs for winding up, presented Sept 16, directed to be heard before the Vacation Judge, on Wednesday, Oct 1 Holder & Wood, Champside, solors for petrs	
SHAW HALL COTTON SPINNING CO, LIMITED—By an order by LAWRENCE, J. dated Aug 27, it was ordered that the company be wound up Clayton & Wilson, Marsden st, Manchester, solors for petrs	
THE SOUTH LONDON CONSERVATIVE NEWSPAPER CO, LIMITED—Creditors are required, on or before Oct 4, to send their names and addresses, and the particulars of their debts or claims, to William Mortimer, 20, Choudert grove, Peckham	
COUNTY PALATINE OF LANCASTER. LIMITED IN CHANCERY.	
C. H. BRINDLE & CO, LIMITED—By an order made by the Court of Chancery of the County Palatine of Lancaster, dated Sept 17, it was ordered that the voluntary winding up of the company be continued Arthur S. Mather, 13, Harrington st, Liverpool, solors for petrs	

London Gazette.—TUESDAY, SEPT. 23.
JOINT STOCK COMPANIES.

GATLING ARMS AND AMMUNITION CO, LIMITED—North, J. has fixed Friday, Oct 10, at 12, at his chambers, for the appointment of an official liquidator	
HETT, MAYLOR, & CO, LIMITED—Lawrence, J. has fixed Friday, Oct 3, at 12, at his chambers, as the place for the appointment of an official liquidator	
FRIENDLY SOCIETY DISSOLVED.	
PENBROKE DOCKYARD MECHANICAL AMICABLE BENEFIT SOCIETY, Bush Hotel, Pembroke Dock Sept 17	

If the house in which you live is going to be sold over your head, why not purchase it? Don't cripple your business by taking the purchase-money out of it, and certainly do not borrow the money with the chance of having it called in at an inconvenient time. Get a liberal and cheap advance from the TEMPERANCE PERMANENT BUILDING SOCIETY, 4, Ludgate-hill, E.C. Full particulars free by post.—[ADVT.]

WARNING TO INTENDING HOUSE PURCHASERS & LESSORS.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, opposite Tower Hall, Victoria-street, Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

FRANCE, BERTRAM FREDERICK, Bristol, Fancy Draper Oct 8 at 12.30 Off Rec, Bank chambers, Bristol
 GREEN, FRANK, Goswell rd, Refreshment house Keeper Oct 1 at 1 33, Carey st, Lincoln's inn fields
 HAMILTON, JOHN, New Catton, Norwich, Fur Cutter Sept 27 at 11.30 Off Rec, 8, King st, Norwich
 HEAPS, FRANCIS ROSE, Broadhead, Macclesfield, Silk Commission Agent Sept 29 at 11 Off Rec, 23, King Edward st, Macclesfield
 HOLMES, JOHN, the younger, Wainfleet All Saints, Lines, Joiner Oct 2 at 11.55 Off Rec, 48, High-st, Boston
 JOHNSON, AARON, Farmborough, Somerset, Boot Dealer Oct 8 at 1 Off Rec, Bank chambers, Bristol
 JONES, EDWARD, Aberystwyth, Merionethshire, Grocer Oct 3 at 12.45 Townhall, Aberystwyth
 JONES, GRIFFITH, Wellington, Llangian, Carnarvonshire, Draper Sept 30 at 11.30 Sportsman Hotel, Portmadoc
 LITTLEWOOD, EMILY ANNIE, Clifton, Fruiterer Oct 8 at 12.45 Off Rec, Bank chambers, Bristol
 MARRISON, ARTHUR HENRY, late of Southport, Broker Sept 29 at 3 Off Rec, 35, Victoria st, Liverpool
 MARSDEN, LAWRENCE ROBERT, Darwen, Joiner Sept 26 at 3.30 County Court House, Blackburn
 OWEN, THOMAS, Banbury, Oxon, Emigration Agent Sept 27 at 12 1, St Aldates, Oxford
 PARNELL BROS, Cow Cross st, Printing Ink Manufacturers Sept 29 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn
 ROOPER, CHARLES FREDERICK, Heathcote sq, Mecklenburgh sq, Gent Oct 2 at 1 33, Carey st, Lincoln's inn
 RUSSELL, RICHARD, Unionist Club, Pall Mall, no occupation Oct 2 at 11 33, Carey st, Lincoln's inn
 SBRAGO, EDWIN FISCH, Saltoun rd, Brixton, Surveyor Sept 26 at 1 33, Carey st, Lincoln's inn
 STEWART, JAMES, Wardour st, Oxford st, Carver Sept 26 at 12 33, Carey st, Lincoln's inn
 SWARBRICK, WILLIAM, Manchester, Esq Sept 29 at 3 Off Rec, Orchard chmrs, Bridge st, Manchester
 TAYLOR, WILLIAM SALAD, SWANSEA, Commission Agent Sept 27 at 12 Off Rec, 37, Oxford st, Swansea
 TILST, GEORGE FREDERICK, Seymour place, Brynauddon sq, Corn Dealer Sept 26 at 11 33, Carey st, Lincoln's inn fields
 VALLANCE, SAMUEL LINDOY, Bishops Waltham, lately Licensed Victualler Sept 30 at 11 Off Rec, 4, East st, Southampton
 WADSWORTH, JOK, Cheshunt, Herts, Watchmaker Sept 26 at 3 35, Temple chmrs, Temple avenue
 WALDOCK, ERNEST EDWIN, Moseley, nr Birmingham, Tailor Sept 29 at 3 Off Rec, 22, Park row, Leeds
 WALLIS, CHARLES, Water lane, Tea Merchant Oct 2 at 12 Bankruptcy bldgs, Lincoln's inn fields
 WHITTAKER, ISAAC, and PETER GILL, Bury, Brewers Sept 29 at 11 16, Wood st, Bolton
ADJUDICATIONS.
 ALEXANDER, J. L., Scottish Club, Pall Mall High Court Pet July 25 Ord Sept 15
 BIRNS, JOK, 84 Helens, Rent Collector Liverpool Pet Aug 22 Ord Sept 17
 BOOTH, JOHN, Godalming, Surrey, Clothier Godalming Pet Aug 25 Ord Sept 9
 BOWER, PETER, Leyton, Essex, Baker High Court Pet Sept 15 Ord Sept 15
 BOWYER, JAMES WALTER, and WILLIAM HENRY BOWYER, Sheffield, Wheelwrights Sheffield Pet Sept 8 Ord Sept 15
 CASTLE, ABERCROMBIE, Cambridge terrace, Regent's Park, Club Proprietor High Court Pet Sept 16 Ord Sept 16
 CHAPLIN, WILLIAM, Colchester, Licensed Victualler Colchester Pet Sept 15 Ord Sept 15
 CHEETHAM, WILLIAM, Eastwick, Yorks, Wheelwright Halifax Pet Sept 6 Ord Sept 17
 COCKLE, ALFRED, Bristol, Cooper Bristol Pet Aug 30 Ord Sept 15
 DAVIES, THOMAS, Blaenau Ffestiniog, Merioneth, Green-grocer Blaenau Ffestiniog Pet Sept 9 Ord Sept 17
 DESTON, C. H. W., Lewin rd, Streatham Wandsworth Pet Aug 11 Ord Sept 15
 DEVEREUX, MATILDA, Sotheby's, Lodging house Keeper Portsmouth Pet Sept 11 Ord Sept 17
 DOWIE, WILLIAM, Wedderburn, Cumberland, Farmer Carlisle Pet Sept 16 Ord Sept 16
 FRANKS, ARTHUR T., Castle Donington, Leics, Basket Maker Leicester Pet Aug 22 Ord Sept 16
 FRANCE, BERTRAM FREDERICK, Bristol, Fancy Draper Bristol Pet Sept 13 Ord Sept 17
 GARDNER, HENRY, New King st, Deptford, Fruiterer Greenwich Pet Sept 15 Ord Sept 15
 HAMILTON, JOHN, New Catton, Norwich, Fur Cutter, Norwich upon Hall Pet Aug 15 Ord Sept 16
 HARRISON, THOMAS, Holderness, Yorks, Farmer Kingston upon Hull Pet Aug 15 Ord Sept 16
 HEAPS, FRANCIS ROSE, Broadhead, Macclesfield, Silk Commission Agent Macclesfield Pet Sept 15 Ord Sept 15
 HILL, ROBERT, Halifax, Fishmonger Halifax Pet Sept 11 Ord Sept 16
 HITCHCOCK, SAMUEL, Nottingham, Wores, Public house Manager Dudley Pet Sept 16 Ord Sept 16
 JARVIS, FRANCIS BEREKLEY, Exeter st, Strand, Managing Director of Dunnett & Co. Ltd High Court Pet Aug 20 Ord Sept 15
 KERRALL, ROBERT, Barnworth, nr Leeds, Cabinet Maker Leeds Pet Sept 17 Ord Sept 17
 LAYDEN, THOMAS, Chatteris, Cambs, Farmer Peterborough Pet Sept 15 Ord Sept 16
 LEGG, WALTER HARRY, Linton, Beds, Blockmaker Linton Pet Sept 15 Ord Sept 16
 LITTLEWOOD, EMILY ANNIE, Clifton, Bristol, Fruiterer Bristol Pet Sept 15 Ord Sept 15
 MARRISON, ARTHUR HENRY, late of Southport, Broker Liverpool Pet Sept 14 Ord Sept 17
 MASON, GEORGE, Walsley, Yorks, Farmer Sheffield Pet Sept 15 Ord Sept 16
 OWEN, THOMAS, Banbury, Oxon, Emigration Agent Banbury Pet Sept 5 Ord Sept 13
 PATER, JAMES WALTER, Market Ramen, Lincs, General Dealer Lincoln Pet Sept 15 Ord Sept 15
 SUTHERLAND, HENRY, Scotland, nr Leeds, Ironkeeper Leeds Pet Sept 16 Ord Sept 16

SWARBRICK, WILLIAM, Manchester, Esq Manchester Pet Aug 21 Ord Sept 16
 TAYLOR, WILLIAM SALVIN, Swansea, Commission Agent Swansea Pet July 31 Ord Sept 16
 TOPPLE, WILLIAM, St Leonard's on Sea, House Decorator Hastings Pet Aug 26 Ord Sept 16
 WARDEN, ARTHUR HENRY, Southsea, Barrister at Law Portsmouth Pet Aug 25 Ord Sept 15
 WATTS, JOHN, Leicester, Shoe Manufacturer Leicester Pet Aug 16 Ord Sept 9
 WHITTAKER, ISAAC, and PETER GILL, Bury, Brewers Bolton Pet Sept 15 Ord Sept 16
 WILSON, EDWARD, Southwark pk rd, Cooper High Court Pet Sept 16 Ord Sept 16
 WILSON, THOMAS, Beverley, Yorks, Grocer Kingston upon Hull Pet Sept 17 Ord Sept 17
 WOODFORD, WALTER JAMES, Gosport, Dairyman Portsmouth Pet Sept 9 Ord Sept 11

London Gazette.—TUESDAY, Sept. 23.

RECEIVING ORDERS.

BARRATT, SAMUEL, Radcliffe on Trent, Notts, Nurseryman Nottingham Pet Sept 20 Ord Sept 20
 BOWEN, AGNES ELIZABETH, Darlington, Staffs, Grocer Walsall Pet Sept 19 Ord Sept 19
 BRAITHWAITE, J. H., Aldershot, Captain in Devonshire Regt Guildford and Godalming Pet Aug 9 Ord Sept 18
 BROWN, JOHN SPRINGHALL, Charles st, Hutton grdn, Advertising Frame Maker High Court Pet Sept 18 Ord Sept 18
 BURCHAM, GEORGE HUDSON, Leeds, Grocer Leeds Pet Sept 18 Ord Sept 18
 CADWGAN, PHILIP, Pontypridd, Glam, Painter Pontypridd Pet Sept 18 Ord Sept 18
 CARTER, SAMUEL, Wickford, Essex, Builder Chelmsford Pet Sept 19 Ord Sept 19
 COLLINS, J. A., Liverpool, Furniture Dealer Liverpool Pet Sept 3 Ord Sept 19
 COPPIN, HENRY CHARLES, Worcester, Stationer Worcester Pet Sept 19 Ord Sept 19
 DANIELL, BENJAMIN ADAMS, Aberystwyth, Glam, Physician Neath Pet Sept 18 Ord Sept 18
 DOBSON, RICHARD, Winstanton, Cheshire, late Builder's Merchant Nantwich and Crewe Pet Aug 26 Ord Sept 17
 ELLIOTT, WILLIAM, Bulwell, Nottingham, Collier Nottingham Pet Sept 20 Ord Sept 20
 ELLISON, MERRACH, Leeds, Composer Leeds Pet Sept 19 Ord Sept 19
 ENGLAND, RICHARD HERBERT, Grenoside, nr Sheffield, Table Knife Hafter Sheffield Pet Sept 18 Ord Sept 18
 FAIRPO, THOMAS ROBSON, Darlington, Durham, Tobacco-ist Stockton on Tees and Middlesbrough Pet Sept 19 Ord Sept 19
 FRIGHT, EDWIN JOHN, Margate, Baker Canterbury Pet Sept 19 Ord Sept 19
 GALL, JOHN, West Hartlepool, Grocer's Assistant Sunderland Pet Sept 19 Ord Sept 19
 GARDNER, WILLIAM JAMES, Luton, Beds, formerly Straw Hat Manufacturer Luton Pet Sept 19 Ord Sept 19
 GIBSON, ARTHUR, South Lopham, Norfolk, Miller Ipswich Pet Sept 17 Ord Sept 17
 HARRISON, WILLIAM HENRY, Lansdowne pl, Brunswick sq, Commercial Clerk High Court Pet Sept 19 Ord Sept 19
 HAWKES, FREDERICK, Chesterton, Cantab, Butcher Cambridge Pet Sept 18 Ord Sept 18
 HELLER, WILLIAM HENRY, jun, Fowey, Cornwall, Printer Truro Pet Sept 20 Ord Sept 20
 HUDSON, GEORGE, Sunderland, Plumber Sunderland Pet Aug 21 Ord Sept 18
 JAMES, HERBERT, Newmillerdam, Crigglestone, Yorks, Coal Screener Wakefield Pet Sept 17 Ord Sept 17
 JONES, EDWARD, Wrexham, Draper, Wrexham Pet Sept 19 Ord Sept 19
 LARKING, RICHARD, Chatham, Licensed Victualler Rochester Pet Sept 18 Ord Sept 18
 LAWSON, ALFRED, Hollinwood, Oldham, Manufacturer Oldham Ord Sept 11
 LITTLE, SAMUEL, Newport, Mon, Outfitter Newport, Mon Pet Sept 19 Ord Sept 19
 MARSH, ALFRED, Willenhall, Staffs, Grocer Wolverhampton Pet Sept 18 Ord Sept 18
 MILLARD, JOHN ALFRED, Sutton Coldfield, Warwickshire, Licensed Victualler Birmingham Pet Sept 18 Ord Sept 18
 SADDLER, CHARLES, Merthyr Tydfil, China Dealer Merthyr Tydfil Pet Sept 19 Ord Sept 19
 STEVENS, JAMES WALTER, Ramsey, Hunts, late Grocer Peterborough Pet Sept 11 Ord Sept 20
 STICKINGS, J. ALBERT, rd, Camberwell High Court Pet Aug 13 Ord Sept 15
 THOMAS, HUGH, Llanginewen, Anglesey, Farmer Bangor Pet Sept 8 Ord Sept 19
 UNDERHILL, HENRY WILLIAM, Upper Thames st, Wholesale Ironmonger High Court Pet Sept 17 Ord Sept 20

FIRST MEETINGS.

ADAMS, JOHN, Fortson, Bootmaker Oct 13 at 3.50 Off Rec, Cambridge junction, Portsmouth
 COLLINS, J. A., Liverpool, Furniture Dealer Oct 2 at 2 Off Rec, 20, Victoria st, Liverpool
 COPPIN, HENRY CHARLES, Worcester, Stationer Oct 9 at 11.50 Off Rec, Wores
 DEVEREUX, MATILDA, Sotheby's, Lodging house Keeper Oct 13 at 1.50 Off Rec, Cambridge junction, Portsmouth
 ELLISON, MERRACH, Leeds, Composer Sept 30 at 11 Off Rec, 22, Park row, Leeds
 GIBBS, WILLIAM EDWARD, Werrington, Northamptonshire, Farmer Oct 13 at 12 Law Courts, New rd, Peterborough
 GIBSON, ARTHUR, South Lopham, Norfolk, Miller Sept 30 at 12.15 Off Rec, Ipswich
 GREENFIELD, DANIEL EDWIN, Nicholas lane, Solicitor Oct 2 at 12 25, Carey st, Lincoln's inn fields
 HALFORD, WILLIAM HENRY, Gloucester, Boat Builder Sept 30 at 3 Off Rec, 16, King st, Gloucester
 HAWKES, FREDERICK, Chesterton, Cantab, Butcher Oct 6 at 12 Off Rec, 5, Petty Cur, Cambridge
 HELLER, KENNETH, Broad lane, Tottenham, formerly Licensed Victualler Oct 2 at 12 33, Carey st, Lincoln's inn fields

JAMES, HERBERT, Newmillerdam, Crigglestone, Yorks, Coal Screener Sept 30 at 11 Off Rec, Bond terr, Wakefield
 LARKING, RICHARD, Chatham, late Licensed Victualler Oct 6 at 11.50 Off Rec, High st, Rochester
 LAVENDER, THOMAS, Chatteris, Cantab, Farmer Oct 13 at 12 Law Courts, New rd, Peterborough
 LAWSON, ALFRED, Hollinwood, Oldham, Manufacturer Oct 2 at 3 Off Rec, Priory chmrs, Union st, Oldham
 LLOYD, WILLIAM, Millbrook, Southampton, Coal Agent Oct 2 at 11 Off Rec, 4, East st, Southampton
 MELLA, GIACOMO BALDESARE, Hampton Court, Hotel Proprietor Oct 2 at 11 24, Railway app, London Bridge
 MINTER, WALTER JOHN, Elm rd, Romford rd, Forest Gate, late Music Seller Oct 2 at 11 Bankruptcy bldgs, Lincoln's inn fields
 MOORE, JOSEPH, Wadley, Yorks, Farmer Oct 1 at 10.30 Off Rec, Figtree lane, Sheffield
 PICK, ANSELME, Queen Victoria st, Furrier's Manager Oct 1 at 11 Bankruptcy bldgs, Lincoln's inn fields
 PRICE, MARY, Hanley, Staffs, Shopkeeper Oct 1 at 11 Off Rec, Newcastle under Lyme
 ROBERTS, CHARLES, North Evington, Leics, Carpenter Sept 30 at 12.50 Off Rec, 34, Friar lane, Leicester
 RYLAND, WILLIAM HAWKES, and HENRY WATKINS, Birmingham Oct 2 at 11 25, Colmore row, Birmingham
 SMITH, ALFRED ALLEN, Gt Grimsby, Miller Oct 1 at 1 Off Rec, 3, Haven st, Gt Grimsby
 SOLOMONS, ISRAEL, Bedford st, Strand, late Art China Dealer Oct 9 at 1 33, Carey st, Lincoln's inn
 TOWNSHEND, CAROLINE, late of Marylebone lane, Licensed Victualler Oct 8 at 12 33, Carey st, Lincoln's inn
 UNDERHILL, HENRY WILLIAM, Upper Thames st, Wholesale Ironmonger Oct 1 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn
 WALL, GEORGE, Carlton rd, Kentish Town, Builder Oct 9 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn
 WILSON, SAM HOLROYD, Bailey Carr, Dewsbury, Rag Merchant Sept 30 at 3 Off Rec, Bank chmrs, Bailey

ADJUDICATIONS.

BONNOR, THOMAS, Banner st, St Luke's, Licensed Victualler High Court Pet Aug 12 Ord Sept 18
 BOWEN, AGNES ELIZABETH, Darlington, Staffs, Grocer Walsall Pet Sept 19 Ord Sept 19
 BROWN, JOHN SPRINGHALL, Charles st, Hutton garden, Advertising Frame Maker High Court Pet Sept 18 Ord Sept 18
 BURN, JOHN WEAVER, Stratford Twynning, nr Tewkesbury, Farm Labourer Cheltenham Pet Sept 13 Ord Sept 18
 BURCHAM, GEORGE HUDSON, Leeds, Grocer Leeds Pet Sept 18 Ord Sept 18
 CADWGAN, PHILIP, Pontypridd, Glam, Painter Pontypridd Pet Sept 17 Ord Sept 18
 CARTER, SAMUEL, Wickford, Essex, Builder Chelmsford Pet Sept 19 Ord Sept 19
 COHEN, SAMUEL, late of Plymouth East Stonehouse Pet July 5 Ord Sept 17
 COPPIN, HENRY CHARLES, Worcester, Stationer Worcester Pet Sept 19 Ord Sept 19
 COULSON, JAMES, Monkwearmouth, Sunderland, Builder Sunderland Pet Sept 16 Ord Sept 16
 CRAWFORD, ARTHUR, Fore st avenue, Merchant High Court Pet Sept 27 Ord Sept 27
 ELLISON, MERRACH, Leeds, Composer Leeds Pet Sept 19 Ord Sept 19
 ENGLAND, RICHARD HERBERT, Grenoside, nr Sheffield, Table Knife Hafter Sheffield Pet Sept 15 Ord Sept 19
 FAIRPO, THOMAS ROBSON, Darlington, Durham, Tobacco-ist Stockton on Tees and Middlesbrough Pet Sept 19 Ord Sept 19
 FRIGHT, EDWIN JOHN, Margate, Baker Canterbury Pet Sept 17 Ord Sept 19
 GALL, JOHN, West Hartlepool, Grocer's Assistant Sunderland Pet Sept 19 Ord Sept 20
 GIBBS, WILLIAM EDWARD, Werrington, Northamptonshire, Farmer Peterborough Pet Sept 16 Ord Sept 17
 GIBSON, ARTHUR, South Lopham, Norfolk, Miller Ipswich Pet Sept 17 Ord Sept 17
 HAWKES, FREDERICK, Chesterton, Cantab, Butcher Cambridge Pet Sept 18 Ord Sept 18
 HELLER, WILLIAM HENRY, jun, Fowey, Cornwall, Printer Truro Pet Sept 20 Ord Sept 20
 JAMES, HERBERT, Newmillerdam, Crigglestone, Yorks, Coal Screener Wakefield Pet Sept 17 Ord Sept 17
 JOHNSON, AARON, Farmborough, Somerset, Boot Dealer Wells Pet Sept 11 Ord Sept 18
 KLECK, JOHN MATTHEW, Bishopgate st Within, Auctioneer High Court Pet July 5 Ord Sept 18
 LARKING, RICHARD, Chatham, late Licensed Victualler Rochester Pet Sept 18 Ord Sept 18
 LAWSON, ALFRED, Hollinwood, Oldham, Manufacturer Oldham Ord Sept 20 Receiving Order made under Sec 108
 LOWENSTEN, SALOMON, Bow lane, Merchant High Court Pet Aug 20 Ord Sept 20
 MASON, ALFRED, Willenhall, Staffs, Grocer Wolverhampton Pet Sept 18 Ord Sept 10
 MILLARD, JOHN ALFRED, Sutton Coldfield, Warwickshire, Licensed Victualler Birmingham Pet Sept 18 Ord Sept 19
 MORRIS, WILLIAM, Balsall Heath, nr Birmingham, Former Birmingham Bank Pet Sept 17 Ord Sept 18
 NICOL, JOHN, Manchester, Chemical Merchant Manchester Tyldesley Pet Sept 19 Ord Sept 19
 NOSOTT, CHARLES, Oxford st, Upholsterer High Court Pet July 10 Ord Sept 19
 PICKLES, THOMAS, Grassington, Yorks, Farmer Bradford Pet Aug 11 Ord Sept 18
 RAE, CHARLES MARRHAM, Boulevard des Italiens, Paris High Court Pet July 18 Ord Sept 17
 SADDLER, CHARLES, Merthyr Tydfil, China Dealer Merthyr Tydfil Pet Sept 19 Ord Sept 19
 SKERRITT, ARTHUR E. S., Somerset st, Portman sq High Court Pet May 30 Ord Sept 18
 SHAKEL, WILLIAM E., Cambridge rd, Kilburn, Estate Agent High Court Pet July 30 Ord Sept 17
 STEVENS, JAMES WALTER, Ramsey, Hunts, late Grocer Peterborough Pet Sept 10 Ord Sept 20
 THOMP, F. W., late of Hulme, Lancs, Grocer Manchester Pet July 31 Ord Sept 18

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